

Amendment Number 2
to
Contract Number DIR-TSO-3890
between
State of Texas, acting by and through the Department of Information Resources
and
Anixter Inc.

This Amendment Number 2 to **Contract** Number **DIR-TSO-3890** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Anixter Inc. ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of this Contract for ninety (90) calendar days through October 12, 2021, or until terminated pursuant to the termination clauses contained in this Contract. There are no additional extension options remaining for this Contract. This Contract will expire October 12, 2021.

2. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

Daniel Olguin
Anixter Inc.
2350 E. Riverside Drive, Suite 150
Phoenix, Arizona 85034
Phone: (480) 293-2359
Facsimile: N/A
Email: daniel.olguin@anixter.com

3. **Appendix A, Standard Terms and Conditions For Product and Related Services Contracts**, dated 09/29/2017 is hereby replaced in its entirety with the attached **Appendix A, Standard Terms and Conditions For Product and Services Contracts** dated 11/6/2019.

4. **Appendix A, Standard Terms and Conditions For Product and Related Services Contracts, 4. General Provisions, I. Data Location**, dated 11/06/2019 is hereby restated and replaced in its entirety as follows:

I. Data Location

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the contiguous United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education customers within the State of Texas, as well as Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CLIENTS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US- ONLY DATA LOCATION AND HANDLING AND MAKE VENDOR AWARE OF THEIR REQUIREMENTS.

All other terms and conditions of the Contract as amended, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but no later than 7/14/2021.

Anixter Inc.

Authorized By: Signature on File

Name: Anita Smith

Title: Regional Business Manager

Date: 7/9/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/13/2021

Office of General Counsel: M.G. 7/12/2021